



# Department of Toxic Substances Control



Edwin F. Lowry, Director  
1011 N. Grandview Avenue  
Glendale, California 91201

Winston H. Hickox  
Agency Secretary  
California Environmental  
Protection Agency

Gray Davis  
Governor

June 21, 2002

DEPARTMENT OF TOXIC  
SUBSTANCES CONTROL  
"OFFICIAL FILE COPY"

Mr. Masood Hosseini, Project Manager  
Southern California Gas Company  
555 West Fifth Street, GT16G2  
Los Angeles, California 90013

VOLUNTARY CLEANUP AGREEMENT, SOUTHERN CALIFORNIA GAS COMPANY,  
DOCKET NO. HSA-A 01/02-146, PARK AVENUE EASEMENT, 8020 PARK AVENUE,  
LOS ANGELES, LOS ANGELES COUNTY, CALIFORNIA

Dear Mr. Hosseini:

Enclosed for your file is one fully executed Voluntary Cleanup Agreement for the subject Site. The Agreement will cover the Department of Toxic Substances Control (DTSC) oversight cost related to activities associated with implementation of the Removal Action Workplan.

DTSC has designated Mr. Shawn Haddad as the Project Manager. He will be responsible for the technical interface with you and/or your environmental consultant. Mr. Haddad can be reached at (714) 484-5310.

As noted in the Agreement, the advance payment is due within 10 days of Agreement execution. It is important that the following information be clearly marked on the face of the check: "Docket Number HSA-A 01/02-146 and CalStars Site Code 301107-11". The advance payment checks should be sent directly to:

Department of Toxic Substances Control  
Accounting/Cashier  
1001 I Street, 21<sup>st</sup> Floor  
P.O. Box 806  
Sacramento, California 95812-0806

A photocopy of the check should be sent to my attention at the letterhead address.

*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our Web-site at [www.dtsc.ca.gov](http://www.dtsc.ca.gov).*



P.O. Box 30777 Los Angeles, CA 90030-0777

# ACCOUNTS PAYABLE

Wachovia Bank, N.A.  
Augusta, GA 30303

64-1327  
611

VENDOR NO	CHECK NO	DATE	AMOUNT
5358	175593	06/27/2002	****\$15,264.00

PAY: FIFTEEN THOUSAND TWO HUNDRED SIXTY-FOUR USD

TO THE  
ORDER OF:

DEPT OF TOXIC SUBSTANCES CONTROL  
ACCTG CASHIER  
PO BOX 806  
SACRAMENTO CA 95812-0806

*William A. Grider*

VOID AFTER SIX MONTHS

THE BACK OF THIS DOCUMENT HAS THE GAS COMPANY WATERMARK. HOLD AT ANGLE TO VIEW

## Personal Matters / Ex. 6

SOUTHERN CALIFORNIA GAS COMPANY 6518 6/99



Southern  
California  
Gas Company

SOUTHERN CALIFORNIA GAS COMPANY  
GENERAL FUND ACCOUNT  
FOR INQUIRY CALL (213) 244-3581

PLEASE RETAIN THIS STATEMENT FOR YOUR RECORDS

P.O. Box 30777 Los Angeles, CA 90030-0777

# ACCOUNTS PAYABLE

NAME	Vendor No	Check No	Date	Amount
DEPT OF TOXIC SUBSTANCES CONTR	5358	175593	06/27/2002	***\$15,264.00

YOUR REFERENCE	DATE	PO	ITEM	GROSS	DISCOUNT	AMOUNT PAYABLE
CR020625 VCA PARK AVE EASEMENT 8020 PARK AVE DOCKET HSA-A 01/02-146	06/28/2002			15,264.00	0.00	15,264.00

1007285

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:	)	Docket No. HSA-A 01/02-146
	)	
Park Avenue Easement	)	Voluntary Cleanup Agreement
8020 Park Avenue	)	
Cudahy, California	)	
	)	
Project Proponent:	)	Health and Safety Code
	)	Section 25355.5(a)(1)(c)
Southern California Gas Company	)	
555 West Fifth Street, GT16G2	)	
Los Angeles, California 90013	)	
	)	

**I.  
INTRODUCTION**

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this Voluntary Cleanup Agreement (Agreement) with the Southern-California Gas Company (Proponent). DTSC and the Proponent are referred to collectively herein as the "Parties".

1.2 Site. The property, which is the subject of this Agreement, is an easement for an underground high pressure line running beneath the parking lot of the existing Park Avenue Elementary School, located at 8020 Park Avenue, Cudahy, Los Angeles County, California. The Site is identified as defined in Exhibit F. A location map and Site diagram are attached as Exhibit A and B, respectively.

1.3 Jurisdiction. This Agreement is entered into by DTSC and the Proponent pursuant to Health and Safety Code (H&SC) Section 25355.5(a) (1) (c). This section

authorizes DTSC to enter into an enforceable agreement with the Proponent to oversee response actions at sites.

1.4 Purpose. The purpose of this Agreement is for the Proponent to develop, and implement a Removal Action Workplan (RAW), and other activities, under the oversight of DTSC in an effort to satisfy DTSC's requirements, such that a No Further Remediation letter and Site Certification, regarding the property, may be obtained from DTSC. The purpose of this Agreement is also for DTSC to obtain reimbursement from the Proponent for DTSC's oversight costs.

## **II. BACKGROUND**

2.1 Ownership. The Site is owned by the Los Angeles Unified School District.

2.2 Substances Found at the Site. Limited soil sampling was conducted as part of the Preliminary Endangerment Assessment for the Park Avenue School. Based on the application, the Proponent requests to enter into this Agreement. Elevated levels of total petroleum hydrocarbons, arsenic, lead, and polycyclic aromatic hydrocarbons were detected during the investigation.

2.3 Physical Description. The Site consists of an easement for the buried high-pressure gas line (16.5'x 510') that runs through the parking lot of the existing school. The Los Angeles River abutts the Site to the east, residential properties to the west, city offices to the south, and school grounds and a city park to the north.

2.4 Site History. Prior to school construction, the Site was an open access landfill from 1927 to 1960.

### **III. AGREEMENT**

3.0 **IT IS HEREBY AGREED THAT DTSC** will provide review, approval and oversight of the response actions conducted by the Proponent in accordance with the Scope of Work contained in Exhibit C. The Proponent shall conduct the activities in the manner specified herein and in accordance with the schedule specified in Exhibit E. All response actions shall be performed consistent with H&SC section 25300 et seq., as amended; the National Contingency Plan (40 Code of Federal Regulations (CFR) Part 300), as amended; and U.S EPA and DTSC Superfund guidance documents regarding response actions as required by H&SC section 2500 et seq.

3.1 Scope of Work and DTSC Oversight. DTSC shall review and provide the Proponent with written comments on all of the Proponent's deliverables as described in Exhibit C (Scope of Work) and other documents determined by DTSC to be necessary to the scope of the project. DTSC shall provide oversight and approval of field activities, including sampling and remedial activities, as appropriate. DTSC's completion of oversight activities described in this Agreement shall constitute DTSC's complete performance under this Agreement.

3.2 Additional Activities. Additional activities may be conducted and DTSC oversight provided by amendment to this Agreement or Exhibits hereto in accordance with Paragraph 3.17. If DTSC expects additional oversight costs to be incurred related to these additional activities, it will provide an estimate of the additional oversight cost to the Proponent.

3.3 Agreement Managers. Ms. Sharon Fair, Branch Chief, is designated by DTSC as its Manager for this Agreement. Mr. Masood Hosseini, Project Manager, is assigned by the Proponent as Manager for this Agreement. Each Party to this Agreement shall provide at least ten (10) days advance written notice to the other of any change in its designated manager.

3.4 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent to the respective parties at the following addresses in a manner that produces a record of the sending of the notice, document or communication such as certified mail, overnight delivery service, facsimile transmission or courier hand delivery service:

3.4.1 To DTSC:

Ms. Sharon Fair, Branch Chief  
School Property Evaluation and Cleanup Division  
Attention: Mr. Shahir Haddad  
Department of Toxic Substances Control  
5796 Corporate Avenue  
Cypress, California 90630

3.4.2 To the Proponent:

Mr. Masood Hosseini, Project Manager  
Southern California Gas Company  
555 West Fifth Street, GT16G2  
Los Angeles, California 90013

3.5 DTSC Review and Approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment,

DTSC may (a) return comments to the Proponent with recommended changes; or (b) modify the document as deemed necessary and approve the document as modified.

3.6 Communications. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to the proponent in writing by DTSC'S Agreement Manager or his/her designee. No informal advice, guidance, or suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the proponent shall be construed to relive the proponent of the obligation to obtain such written approvals.

3.7 Endangerment During Implementation. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, DTSC may order the Proponent to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.

3.8 Payment. The Proponent shall pay (1) all costs incurred by DTSC in association with preparation of this Agreement and for review of documents submitted prior to the effective date of the Agreement, and (2) all costs incurred by DTSC in providing oversight pursuant to this Agreement including review of the documents described in Exhibit C and associated documents, and in providing oversight of field activities. An estimate of DTSC's oversight costs is attached as Exhibit D. It is understood by the Parties that Exhibit D is an estimate and cannot be relied upon as the final cost figure. DTSC will bill the Proponent quarterly and the proponent shall

make payment within sixty (60) days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by the Proponent.

3.8.1 In anticipation of services to be rendered, the Proponent shall make an advance payment of \$15,264.00 to DTSC. That payment shall be made no later than ten (10) days after this Agreement is fully executed. If the Proponent's advance payment does not cover all costs payable to DTSC under this Agreement, the Proponent shall pay the additional costs within sixty (60) days of receipt of a bill from DTSC.

3.8.2 If any bill is not paid by the Proponent within sixty (60) days after it is sent by DTSC, the Proponent may be deemed to be in material breach of this Agreement.

3.8.3 All payments made by the Proponent pursuant to this Agreement shall be by warrant or a cashier's or certified check made payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the Site (Site No. 301107-11) and the Docket Number (HSA-A 01/02-146) of this Agreement.

Payments shall be sent directly to:

Department of Toxic Substances Control  
Accounting/Cashier  
1001 I Street, 21<sup>st</sup> Floor  
P.O. Box 806  
Sacramento, California 95812-0806

A photocopy of the warrant or check shall be sent concurrently to DTSC's Agreement Manager.

3.8.4 If the advance payment exceeds DTSC's actual costs, DTSC will provide an accounting for expenses and refund the difference within one hundred-twenty (120)



days after termination of this Agreement in accordance with paragraph 3.18. In no other case shall the Proponent be entitled to a refund from DTSC or to assert a claim against DTSC for any amount paid or expended under this Agreement.

3.9 Condition Precedent. It is expressly understood and agreed that DTSC's receipt of the advance payment described in paragraph 3.8.1 is a condition precedent to DTSC's obligation to provide review, comments, approvals or oversight pursuant to this Agreement.

3.10 Record Retention. DTSC shall retain all cost records associated with the work performed under this Agreement for such time periods as may be required by applicable state law. The Proponent may request to inspect all documents which support DTSC's cost determination in accordance with the Public Records Act, Government Code section 6250 et seq.

3.11 Project Coordinator. The work performed by and on behalf of the Proponent pursuant to this Agreement shall be under the direction and supervision of a qualified project coordinator, which shall be an environmental assessor as, defined in Education Code Section 17210(b). The Proponent shall submit: 1) the name and address of the project coordinator; and 2) in order to demonstrate the qualifications of an environmental assessor, the resume of the coordinator. The Proponent shall promptly notify DTSC of any change in the identity of the project coordinator. All engineering and geological work shall be conducted in conformance with applicable state law, including but not limited to Business and Professions Code sections 6735 and 7835.

3.12 Access. The Proponent shall provide, and/or obtain access to the Site and offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to the Site; reviewing the progress of the Proponent in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by the Proponent.

3.13 Sampling, Data and Document Availability. When requested by DTSC, the Proponent shall make available to DTSC, and shall provide copies of, all data and information concerning contamination at the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement.

3.14 Notification of Field Activities. The Proponent shall inform DTSC at least seven (7) days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by the Proponent pursuant to this Agreement.

3.15 Notification of Environmental Condition. The Proponent shall notify DTSC's Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the onset of such a condition, the Proponent shall furnish a report to DTSC, signed by the Proponent's Agreement Manager, setting forth the events which occurred and the measures taken in the response thereto.

3.16 Preservation of Documentation. The Proponent shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement. All such data, reports and other documents shall be preserved by the Proponent for a minimum of six (6) years after the conclusion of all activities carried out under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, the Proponent shall either comply with that request, deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. The Proponent shall notify DTSC in writing at least ninety (90) days prior to the expiration of the six-year minimum retention period before destroying any documents prepared pursuant to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six-year period, the related records shall be retained until the completion and resolution of all issues arising therefrom or until the end of the six-year period, whichever is later.

3.17 Amendments. This Agreement may be amended or modified solely upon written consent of all Parties. Such amendments or modifications may be proposed by any Party and shall be effective the third business day following the day the last Party

signing the amendment or modification sends its notification of signing to the other Party. The Parties may agree to a different effective date.

3.18 Termination for Convenience. Except as otherwise provided in this paragraph, each Party to this Agreement reserves the right unilaterally to terminate this Agreement for any reason. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Agreement to the other Party. In the event that this Agreement is terminated under this paragraph, the Proponent shall be responsible for DTSC costs through the effective date of termination.

3.19 Exhibits. All exhibits identified in and attached to this Agreement are incorporated herein by this reference.

3.20 Time Periods. Unless otherwise specified, time periods begin from the effective date this Agreement and "days" means calendar days. "Business days" means all calendar days that are not weekends or official State holidays.

3.21 Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of the Proponent's past, current, or future actions. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the Parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site.

3.22 Government Liabilities. The State of California (State) shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by

the Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a Party to any contract entered into by the Proponent or its agents in carrying out the activities pursuant to this Agreement.

3.23 Third-Party Actions. In the event that the Proponent is or becomes a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, the Proponent shall notify DTSC in writing within ten (10) days after service of the complaint in the third-party action. The Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

3.24 Reservation of Rights. DTSC and the Proponent reserve the following rights.

3.24.1 DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation and Liability act of 1980 (CERCLA), as amended, H&SC section 25360 et seq., and any other applicable provision of law.

3.24.2 Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof.

3.24.3 Nothing in this Agreement shall constitute or be construed as a waiver of the Proponent's rights, (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that the Proponent may have against any "person", as defined in Section 101(21) of CERCLA, or H&SC section 25319, that is not a signatory to this Agreement.

3.24.4. By entering into this Agreement, the Proponent does not admit to any fact, fault or liability under any statute or regulation.

3.25 Compliance with Applicable Laws. Nothing in this Agreement shall relieve the Proponent from complying with all applicable laws and regulations, and the Proponent shall conform all actions required by this Agreement with all applicable federal, state and local laws and regulations.

3.26 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

3.27 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.

3.28 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon each signatory and its officers, directors, agents, receivers, trustees, heirs, executors, administrators, successors, and assigns, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement. No change in the ownership or corporate or business status of the facility or Site shall alter any signatory's responsibilities under this Agreement.


3.29 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

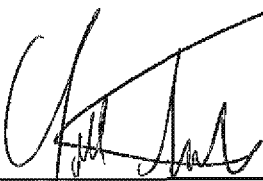
3.30 Representative Authority. Each undersigned representative of the Parties to this Agreement certifies that she or he is fully authorized to enter into the terms and

conditions of this Agreement and to execute and legally bind the Parties to this Agreement.

3.31 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

//

  
Date: 6/21/02  
Ms. Sharon Fair, Branch Chief  
School Property Evaluation and Cleanup Division  
Department of Toxic Substances Control

  
Date: 6/18/02  
Mr. Todd Sostek  
Manager, Site Assessment & Mitigation  
*Southern California Gas Company, by its  
Authorized Agent, San Diego Gas & Electric*



## EXHIBITS

A - SITE LOCATION MAP

B - SITE DIAGRAM

C - SCOPE OF WORK

D - COST ESTIMATE

E – SCHEDULE

F- RIGHT OF WAY

*Exhibit A*

SITE LOCATION MAP

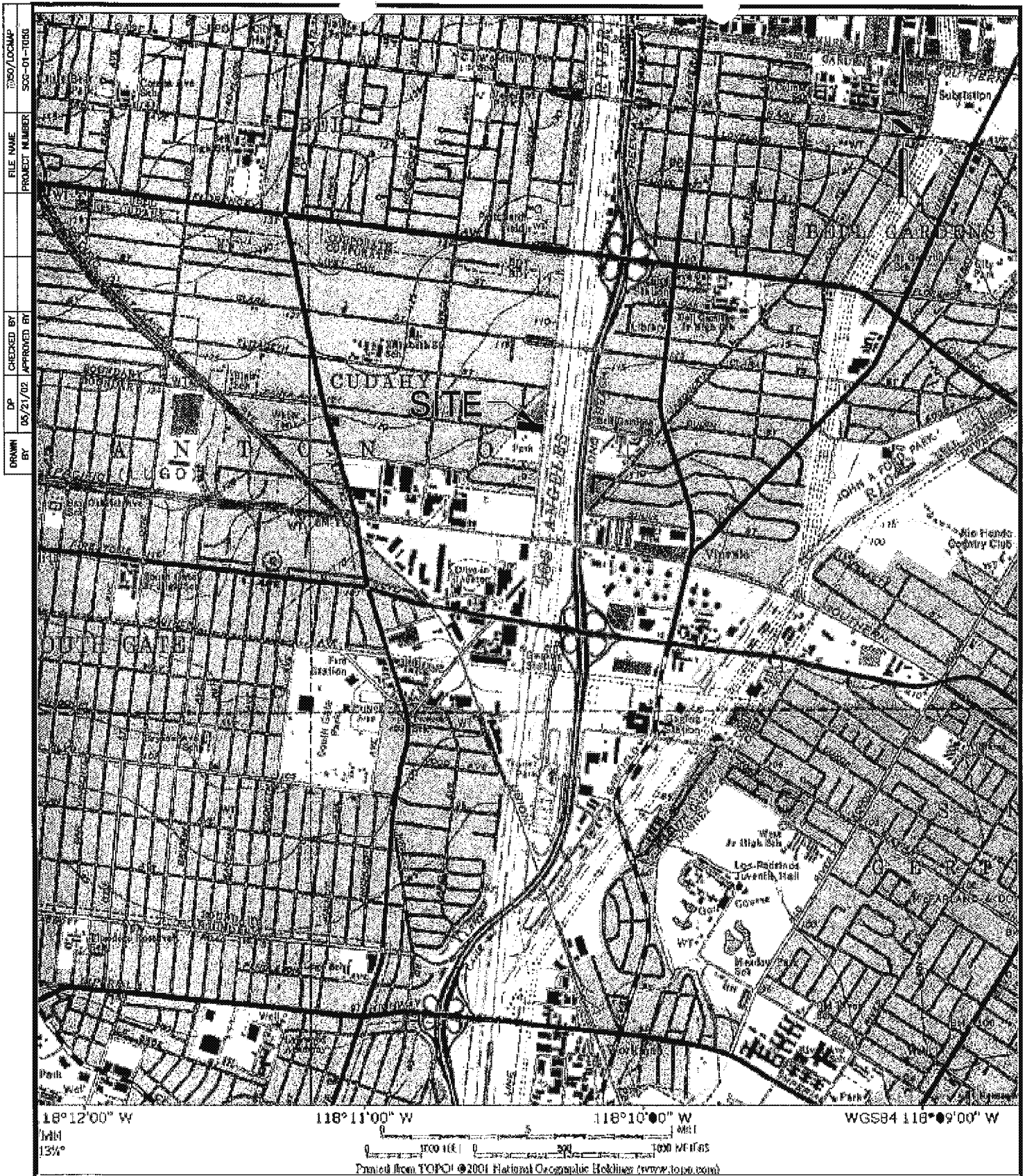


FIGURE 1

## SITE LOCATION MAP

SOUTHERN CALIFORNIA GAS COMPANY  
LINE 2003  
8020 PARK AVENUE  
CUDAHY, CALIFORNIA

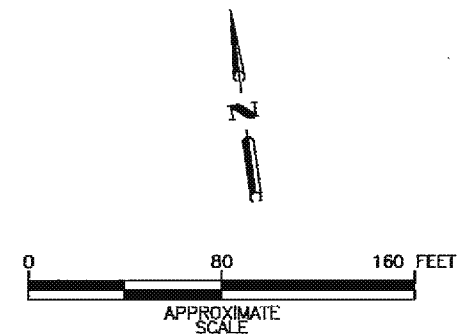
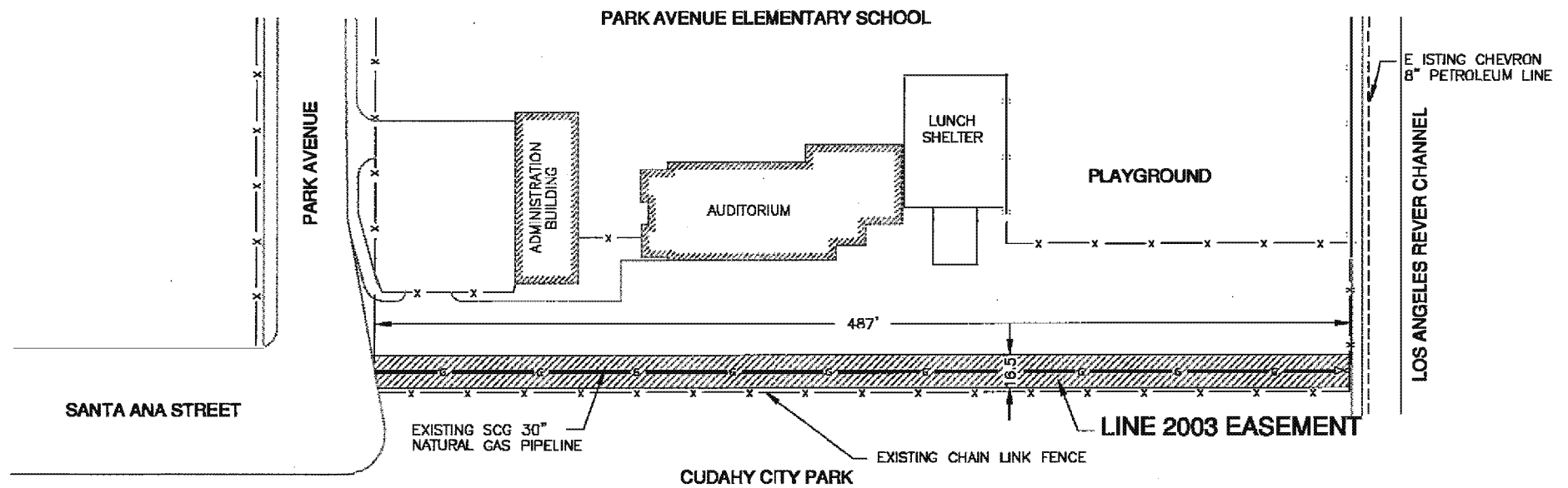


ENVIRONMENTAL ENGINEERING,  
CONSULTING & CONSTRUCTION

*Exhibit B*

SITE DIAGRAM

DRAWN BY	DP	CHECKED BY	FILE NAME	EASEMENT
	8/11/02	APPROVED BY	PROJECT NUMBER	SCG-01-T050



**SITE PLAN**  
 SOUTHERN CALIFORNIA GAS COMPANY  
 LINE 2003  
 CUDAHY, CALIFORNIA

*Exhibit C*

SCOPE OF WORK

## EXHIBIT C

### SCOPE OF WORK

The following Tasks will be completed as part of this Agreement:

#### TASK 1. Submittal of Existing Data

The Proponent will submit to DTSC all background information, sample analysis results, environmental assessment reports, and any other information pertinent to the hazardous waste management and/or release, characterization and cleanup of the Site. DTSC will review the information, identify areas and media of concern, and determine what additional work, if any, is required to complete the investigation/remediation of the Site.

#### TASK 2. Supplemental Site Investigation (SSI)

Prepare SSI Workplan, and SSI Report for DTSC review and approval.

#### TASK 3. Removal Action Workplan

The Proponent will prepare a Removal Action Workplan (RAW) in accordance with Health and Safety Code sections 25323.1 and 25356.1. The Removal Action Workplan will include:

- (a) a description of the onsite contamination;
- (b) the goals to be achieved by the removal action;
- (c) an analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implementability and cost;
- (d) administrative record list; and
- (e) a statement that the RAW serves as an equivalent document to the Engineering Evaluation/Cost Analysis document required by the National Contingency Plan.

If the proposed removal action does not meet the requirements of Health and Safety Code section 25356.1(h), the Proponent will prepare a Remedial Action Plan (RAP) in accordance with Health and Safety Code section 25356.1(c) for DTSC review and approval.

#### TASK 3. Implementation of Final Removal Action Workplan

Upon DTSC approval of the final Removal Action Workplan (RAW), the Proponent shall implement the removal action, as approved. Within thirty (30) days of completion of field activities, Proponent shall submit an Implementation Report documenting the implementation of the final RAW.

#### TASK 4. Public Participation

4.1 Proponent shall conduct appropriate public participation activities given the nature of the community surrounding the Site and the level of community interest. Proponent shall work cooperatively with DTSC to ensure that the affected and interested public and community are involved in DTSC's decision-making process. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25358.7, the DTSC Public Participation Policy and Procedures Manual, and with DTSC's review and approval.

4.2 The Proponent shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; and involvement of community groups and elected officials.

4.3 The Proponent shall develop and submit fact sheets to DTSC for review and approval when specifically requested by DTSC. Proponent shall be responsible for printing and distribution of fact sheets upon DTSC approval using the approved community mailing list.

4.4 The Proponent shall publish, in a major local newspaper(s), a public notice announcing the availability of the RAW/RAP for public review and comment. The public comment period shall last a minimum of thirty (30) days.

4.5 DTSC may require that the Proponent hold at least one public meeting to inform the public of the proposed activities and to receive public comments on the RAW/RAP.

4.6 Within two (2) weeks of the close of the public comment period, the Proponent shall prepare and submit to DTSC a draft response to the public comments received.

4.7 If appropriate, the Proponent will revise the RAW/RAP on the basis of comments received from the public, and submit the revised RAW/RAP to DTSC for review and approval. The Proponent will also notify the public of any significant changes from the action proposed in the RAW/RAP.

#### TASK 5. California Environmental Quality Act (CEQA)

Based on the results of the draft Initial Study, DTSC will prepare the necessary CEQA documents. If required, the Proponent shall submit the information necessary for DTSC to prepare these documents.

#### TASK 6. Quality Assurance/Quality Control (QA/QC) Plan

All sampling and analysis conducted by the Proponent under this Agreement shall be performed in accordance with a QA/QC Plan submitted by the Proponent and approved by DTSC. The QA/QC Plan will describe:

- (a) The procedures for the collection, identification, preservation and transport of samples;
- (b) The calibration and maintenance of instruments;
- (c) The processing, verification, storage and reporting of data, including chain of



- custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to Health and Safety Code section 25198; and
- (d) How the data obtained pursuant to this Agreement will be managed and preserved in accordance with the Preservation of Documentation section of this Agreement.

**TASK 7. Health and Safety Plan**

The Proponent will submit a Site Health and Safety Plan in accordance with California Code of Regulations, Title 8, section 5192 and DTSC guidance, which covers all measures, including contingency plans, which will be taken during field activities to protect the health and safety of the workers at the Site and the general public from exposure to hazardous waste, substances or materials. The Health and Safety Plan should describe the specific personnel, procedures and equipment to be utilized.

*Exhibit D*

COST ESTIMATE

EXHIBIT D

COST ESTIMATE WORKSHEET

VOLUNTARY CLEANUP AGREEMENT

Southern California Gas Company

Project Name: Park Avenue Easement

CalStars Site Code: 301107-11

Title	VCP Coord.	Project Manager		Supervisor		Toxicology	Geology	Industrial Hygiene	Public Particip	HQ CEQA	Legal	Clerical
Classification	HSS	HSS	HSE	HSSI	HSEI	Staff Toxicologist	Eng Geol.	Assoc IH	PPS	AFP	Staff Counsel	WPT
<b>TASK:</b>												
Agreement Prep./Negotiation	8											
Focused Site Investigation			25	8		10	10	2				4
Removal Action Workplan												
- Workplan			50	4		16	16					
- Implementation			8	2			8	2				
- Report			20	4		16	16					4
Public Participation												
CEQA			10							20		
Certification			10	2								2
Total No. Hours/Class	8	0	123	20	0	42	50	4	0	20	0	10
Hourly Rate/Class	100	100	111	115	121	135	105	104	93	96	138	52
Cost/Class	800	0	13653	2300	0	5670	5250	416	0	1920	0	520
<b>Grand Total Cost</b>	<b>\$30,529</b>											

*Exhibit E*

PROJECT SCHEDULE

## EXHIBIT E

### PROJECT SCHEDULE

TASK	TIMELINE
Agreement Execution	June 2002
Proponent to submit advance payment	Within 10 days of Agreement execution
Proponent to submit SSI Workplan and Report	As directed by DTSC Project Manager
Proponent to submit draft removal action workplan (RAW)	As directed by DTSC Project Manager
DTSC to review and comment on draft RAW	Within 30 days of receipt of draft RAW
Public participation and CEQA activities	Concurrently, as determined by project activities and needs
Proponent to finalize RAW and incorporate public comments	Within 30 days of close of public comment period
DTSC to approve final RAW	Within 30 days of receipt of final draft RAW
Proponent to implement RAW	As outlined in RAW
Proponent to submit Implementation Report	As outlined in RAW
Certification	Within 15 days of DTSC approval of final report

***Exhibit F***

## RIGHT OF WAY R/W 11,253 10969-17

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar, to the undersigned in hand paid, the receipt whereof is hereby acknowledged, H. A. VLOEDMAN, and ANTHEAN K. VLOEDMAN, husband  
and wife, myself (H.A.V.)

of the County of Benton Oregon State of Oregon, do hereby grant to Southern California Gas Company, a corporation organized and existing under and by virtue of the laws of the State of California, and Southern Counties Gas Company of California, also a corporation organized and existing under and by virtue of the laws of the State of California, as tenants in common, with an undivided three-fourths (3/4) interest in Southern California Gas Company and an undivided one-fourth (1/4) interest in Southern Counties Gas Company of California, their successors and assigns, the right of way to lay, construct, maintain, operate, repair, renew, change the size of and remove a pipe line, with metering, regulating and other equipment, for the transportation of gas, over and through, under, along and across the certain parcel of land one rod in width, situated in Los Angeles County, State of California, the center line of which is described as follows, to-wit:

That portion of Lot 11, I. Heyman Tract, as shown on map recorded in Book 7, page 249, of Deeds, in the office of the Recorder of the County of Los Angeles, being a strip of land 16.50 feet in width, lying 8.25 feet on each side of the following described centerline:

Beginning at a point in the southwesterly prolongation of the southeasterly line of Lot 423, Tract No. 180, as shown on map recorded in Book 13, page 198, of Maps, in the office of the Recorder of said County, distant thereon South 41° 49' West, 14.59 feet from the southeasterly corner of said Lot 423; thence South 82° 52' East, parallel to the easterly prolongation of the centerline of Anna Street, now known as Santa Ana Street, as shown on said last mentioned map, 487.21 feet to a point in the easterly line of grantor's property.

The sidelines of the above described right of way shall be prolonged or shortened at its point of beginning so as to terminate in said southwesterly prolongation.

It is further understood and agreed that, during construction, the grantees will have the right to the use of a strip of land 50' in width. Said strip will include the one rod desired for a permanent easement.

Together with the right of ingress and egress to and from the same,

The said grantor, S, to fully use and enjoy the said premises, except as to the rights hereby granted; and the said grantees hereby agree to pay any damages which may arise to crops, fences or buildings from the laying, construction, maintenance or operation of said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one thereof to be appointed by the grantor, S, or assigns, one by the grantees, or assigns, and the third by the two so appointed as aforesaid; and the award of such three persons, or any two of them, shall be final and conclusive.

The grantees shall have the right at any time or times to lay additional lines of pipe alongside of the line or lines already laid but shall pay the grantor for each additional line laid the same consideration paid herefor.

IN WITNESS WHEREOF, these presents are hereby signed this 7th day of March, 1949.

Executed in the presence of:

Antjean K. Vloedman  
 Subscribing Witness, as to  
Antjean K. Vloedman



Los Angeles  
 COUNTY OF CALIFORNIA,

County of LOS ANGELES

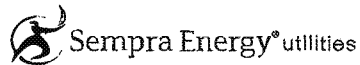
SS.

BOOK 29773 PAGE 319

ON THIS 10th day of March, A.D., 1949, before me,  
Virginia Biggar, a Notary Public in and for the  
 said County and State, residing therein, duly commissioned and sworn, personally appeared  
Michael P. Locke  
 known to me to be the person whose name is subscribed to the within Instrument, as  
 a Witness thereto, who being by me duly sworn, deposes and says: That he resides in  
Los Angeles County and that he was present  
 and saw Antjean K. Vloedman personally,  
 known to him to be the same person whose name is subscribed to the  
 within and annexed Instrument, execute and deliver the same, and he acknowledged to said  
 affiant that he executed the same; and that said affiant subscribed his name thereto  
 as a Witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Virginia Biggar  
 Notary Public in and for said County and State.



Site Assessment & Mitigation  
Environmental Services

555 W. 5<sup>th</sup> Street, GT16G2  
Los Angeles, CA 90013-1011

Fax No. 213. 244.8020

June 18, 2002

rcd  
6/20/02

Robbie Morris  
Oversight Agreement Coordinator  
School Property Evaluation and Cleanup Division  
Department of Toxic Substances Control  
1011 N. Grandview Avenue  
Glendale, CA 91201

**Subject: Voluntary Cleanup Agreement, Southern California Gas Company,  
Docket No. HAS 01/02 – TBA, Park Avenue Easement,  
8020 Park Avenue, Los Angeles  
Los Angeles County, California**

Dear Ms. Morris:

Enclosed for DTSC's final execution are signed duplicate originals of the VCA for the subject site. Upon DTSC's execution, please return one original for our files.

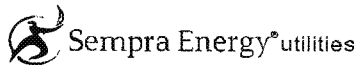
Per your request I have enclosed copies of the site map and the legal description of the site to be included in the VCA.

Please feel free to call me at (213) 244-3292, if you have any questions.

Sincerely,

Masood S. Hosseini  
Project Manager  
*Southern California Gas Company, by its  
Authorized Agent, San Diego Gas & Electric*





Site Assessment & Mitigation  
Environmental Services

555 W. 5<sup>th</sup> Street, GT16G2  
Los Angeles, CA 90013-1011

Fax No. 213. 244.8020

June 10, 2002

Robbie Morris  
Oversight Agreement Coordinator  
School Property Evaluation and Cleanup Division  
Department of Toxic Substances Control  
1011 N. Grandview Avenue  
Glendale, CA 91201

**Subject: Voluntary Cleanup Agreement, Southern California Gas Company,  
Docket No. HAS 01/02 – TBA, Park Avenue Easement,  
8020 Park Avenue, Los Angeles  
Los Angeles County, California**

Dear Ms. Morris:

We have received the original copies of the Voluntary Cleanup Agreement for the subject site. Before we can execute the final agreement, we request that the following charges to be incorporated into the agreement

Paragraph 1.2: A site map will be provided and attached to the final agreement. Therefore, we suggest to delete "The assessor's parcel numbers were not submitted in the application nor were the appropriate maps".

Paragraph 1.4: The purpose of this agreement is for the Proponent to develop and implement a Removal Action Workplan (RAW), and other activities described in Exhibit C to this Agreement, under the oversight of DTSC, so that the Site will not impede DTSC's ability to issue a No Further Remediation letter and site certification regarding the property on which the Site is located.\*

Paragraph 2.2: The application should be better defined.

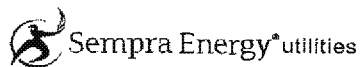
Paragraph 3.5: We prefer to stay with the option "(a)".

Paragraph 3.8.4: "... exceeds DTSC's actual reasonable costs, ..."

Paragraph 3.12: "The Proponent shall provide, and/or use its best efforts to obtain access to the Site and offsite areas..."

---

\* Underline indicates changes



Site Assessment & Mitigation  
Environmental Services

555 W. 5<sup>th</sup> Street, GT16G2  
Los Angeles, CA 90013-1011

Fax No. 213. 244.8020

Paragraph 3.24.4: "...under any law, including but not limited to any statute or regulation.

DTSC's effort to make these changes and sending back the final agreement for our execution is very greatly appreciated.

If you have any question, please call me at (213) 244-3292.

Sincerely,

Masood S. Hosseini

Project Manager

*Southern California Gas Company, by its  
Authorized Agent, San Diego Gas & Electric*



# Department of Toxic Substances Control



Winston H. Hickox  
Agency Secretary  
California Environmental  
Protection Agency

Edwin F. Lowry, Director  
1011 N. Grandview Avenue  
Glendale, California 91201

Gray Davis  
Governor

March 21, 2002

Mr. Masood Hosseini, Project Manager  
Southern California Gas Company  
555 West Fifth Street, GT16G2  
Los Angeles, California 90013

VOLUNTARY CLEANUP AGREEMENT, SOUTHERN CALIFORNIA GAS COMPANY,  
DOCKET NO. HSA-A 01/02-TBA, PARK AVENUE EASEMENT, 8020 PARK AVENUE,  
LOS ANGELES, LOS ANGELES COUNTY, CALIFORNIA

Dear Mr. Hosseini:

Enclosed for your review and signature are duplicate originals of the Voluntary Cleanup Agreement for the subject Site. The Agreement will cover the Department of Toxic Substances Control (DTSC) oversight of the implementation of a Removal Action Workplan (RAW) and/or the review and comment on a Removal Action (RA) Report. Please note changes may be made only on Site specific information.

Upon your signature, please return both originals to my attention, for signature by Ms. Sharon Fair, Branch Chief, School Property Evaluation and Cleanup Division. One fully executed original will be returned for your files.

Thank you for your participation in the Voluntary Cleanup Program. If you have any questions, please call me at (818) 551-2941.

Sincerely,

Robbie Morris  
Oversight Agreement Coordinator  
School Property Evaluation and Cleanup Division

Enclosures

SCHOOL PROPERTY EVALUATION AND CLEANUP DIVISION

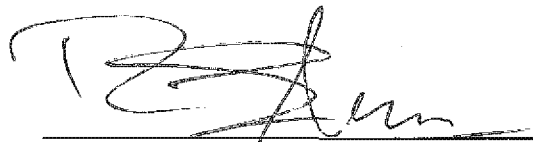
ENVIRONMENTAL OVERSIGHT AGREEMENT

SIGN-OFF SHEET

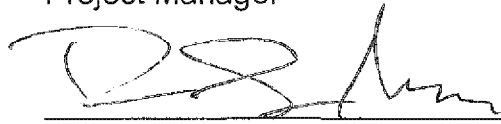
Southern California Gas Company- Park Avenue Easement  
Site Name

To be Assigned  
CalSites ID Number

301107-11  
Cal Stars Site Code:

  
Project Manager

5/21/02  
Date

  
EOA Coordinator

5/22/02  
Date

  
Branch Chief

5/22/02  
Date

(Signature authority has been delegated to specific Branch Chiefs. However, on a site-specific basis the Division Chief may elect to sign)

Docket Number HSA-A 01/02-\_\_\_\_\_

EOA Execution Date \_\_\_\_\_